

**RESOLUTION NO. 2019-099**

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, REPEALING AND RESCINDING HIALEAH RESOLUTION NO. 2019-40 (APRIL 9, 2019), THAT AUTHORIZED THE EXECUTION OF A STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM'S RENTAL ASSISTANCE /RAPID RE-HOUSING SUB-RECIPIENT SERVICES AGREEMENT BETWEEN CITRUS HEALTH NETWORK, INC. AND THE CITY OF HIALEAH IN THE TOTAL AMOUNT OF \$232,571.55; AND AUTHORIZING THE MAYOR OR HIS DESIGNEE AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE A NEW STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM'S RENTAL ASSISTANCE /RAPID RE-HOUSING SUB-RECIPIENT SERVICES AGREEMENT, A COPY OF WHICH IS ATTACHED HEREAFTER IN SUBSTANTIAL FORM AS EXHIBIT "1", BETWEEN CITRUS HEALTH NETWORK, INC. AND THE CITY OF HIALEAH, IN THE AMOUNT OF \$193,571.55, FOR A TERM COMMENCING UPON EXECUTION OF THE AGREEMENT AND ENDING ON JUNE 30, 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Hialeah Resolution No. 2019-40 (April 9, 2019), the CITY and the SUB-RECIPIENT entered into a State Housing Initiatives Partnership (Ship) Program Rental Assistance/Rapid Re-Housing Program Citrus Health Network, Inc. Sub-recipient Agreement For Services ("First Agreement"); and

**WHEREAS**, the CITY and SUB-RECIPIENT, wish to repeal and rescind the First Agreement and replace it in its entirety with the Agreement attached hereafter in substantial form as Exhibit "1"; and

**WHEREAS**, the CITY, is the recipient of State Housing Initiatives Partnership (SHIP) funds from the State of Florida through the Florida Housing Finance Corporation; and

**WHEREAS**, Rental Assistance/Rapid Re-housing is a housing intervention program that is an eligible activity under SHIP regulations, and the CITY desires to serve homeless individuals, including youth and families that are experiencing homelessness to permanent housing through tailored assistance that may include the use of financial assistance; and

**WHEREAS**, the SUB-RECIPIENT is a non-profit organization, who represents it is qualified to perform the various described SHIP Rental Assistance/Rapid Re-Housing administrative and implementation activities necessary for a successful program; and

**WHEREAS**, based upon the RFA that the CITY as part of the Continuum of Care, jointly participated in with the Miami-Dade County Homeless Trust and other municipalities, the SUB-RECIPIENT, is to perform the services consistent with the terms, conditions and requirements of the RFA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

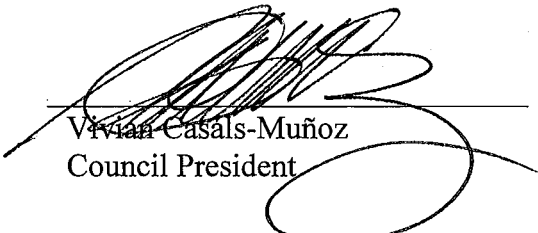
**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as it fully set forth herein.

**Section 2:** The City of Hialeah, Florida hereby repeals and rescinds Hialeah Resolution No. 2019-40 (April 9, 2019).

**Section 3:** The City of Hialeah, Florida hereby authorizes the Mayor or his designee and the City Clerk, as attesting witness, on behalf of the City to execute a new State Housing Initiatives Partnership (Ship) Program's Rental Assistance /Rapid Re-Housing Sub-Recipient Services Agreement, a copy of which is attached hereafter in substantial form as Exhibit "1", between Citrus Health Network, Inc. and the City of Hialeah, in the amount of \$193,571.55, for a term commencing upon execution of the Agreement and ending on June 30, 2020. All actions taken to date by officers of the City in furtherance of the performance of this Agreement, is hereby approved, confirmed and ratified.

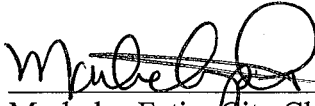
**Section 4:** This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.


PASSED AND ADOPTED this 13 day of August, 2019.

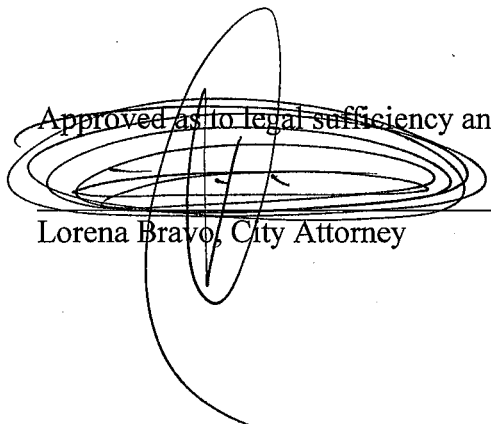
  
Vivian Casals-Muñoz  
Council President

Attest:

Approved on this 21 day of August, 2019.

  
Marbelys Fatjo, City Clerk

  
Mayor Carlos Hernandez

  
Approved as to legal sufficiency and as to form:

Lorena Bravo, City Attorney

Resolution was adopted by a 4-0-3 vote with Councilmembers, Casals-Muñoz, Garcia-Martinez, Caragol, and Zogby voting "Yes" and with Councilmembers Cue-Fuente, Hernandez and Lozano absent.

**CITY OF HIALEAH**  
**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM**  
**RENTAL ASSISTANCE/RAPID RE-HOUSING PROGRAM**  
**CITRUS HEALTH NETWORK, INC. SUBRECIPIENT AGREEMENT FOR SERVICES**

**THIS AGREEMENT** is made on this \_\_\_\_ day of \_\_\_\_\_ 2019, between the **CITY OF HIALEAH**, a municipal corporation of the State of Florida, whose address is 501 Palm Avenue, Hialeah, Florida, 33010, (hereinafter referred to as "CITY") and **CITRUS HEALTH NETWORK, INC.**, a private non-profit corporation under the laws of Florida, whose corporate headquarters mailing address is 4175 West 20 Avenue, Miami, Florida, 33012, (hereinafter referred to as "SUB-RECIPIENT").

**WHEREAS**, pursuant to Hialeah Resolution No. 2019-40 (April 9, 2019), the CITY and the SUB-RECIPIENT entered into a State Housing Initiatives Partnership (Ship) Program Rental Assistance/Rapid Re-Housing Program Citrus Health Network, Inc. Sub-recipient Agreement For Services ("First Agreement"); and

**WHEREAS**, the CITY and SUB-RECIPIENT, wish to repeal and rescind the First Agreement and replace it in its entirety with this Agreement; and

**WHEREAS**, the CITY, is the recipient of State Housing Initiatives Partnership (SHIP) funds from the State of Florida through the Florida Housing Finance Corporation; and

**WHEREAS**, Rental Assistance/Rapid Re-housing is a housing intervention program that is an eligible activity under SHIP regulations, and the CITY desires to serve homeless individuals, including youth and families that are experiencing homelessness to permanent housing through tailored assistance that may include the use of financial assistance; and

**WHEREAS**, the SUB-RECIPIENT is a non-profit organization, who represents it is qualified to perform the various described SHIP Rental Assistance/Rapid Re-Housing administrative and implementation activities necessary for a successful program; and

**WHEREAS**, based upon the RFA that the CITY as part of the Continuum of Care, jointly participated in with the Miami-Dade County Homeless Trust and other municipalities, the SUB-RECIPIENT, is to perform the services consistent with the terms, conditions and requirements of the RFA.

**NOW, THEREFORE** in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

## **SECTION 1 – RECITALS. REPEAL AND REPLACEMENT.**

- a) The above recitals are true and correct and specifically incorporated herein, forming a material part of the Agreement.
- b) The State Housing Initiatives Partnership (SHIP) Program Rental Assistance/Rapid Re-Housing Program Citrus Health Network, Inc. Sub-recipient Agreement for Services, entered into and between the CITY and SUB-RECIPIENT, pursuant to Hialeah Resolution No. 2019-40 (April 9, 2019) is hereby repealed and rescinded, and shall be replaced in its entirety by the terms, conditions, covenants and restrictions included hereafter in this Agreement.

## **SECTION 2 - DEFINITIONS**

- a) "Administrator" means the Director for the Grants and Human Services Department of the CITY, which shall act on behalf of the CITY of Hialeah in the execution, funding and programmatic control of this Agreement.
- b) "Approval by the CITY" or like term means written approval by the Administrator, Mayor or the City Council as may be required from time to time.
- c) "Area Median Income (AMI)" is the household income for the median or middle household in the region which is the Miami-Dade County Metropolitan statistical area shall mean Program participants must be at or below 50 percent of AMI to be eligible for participation in Rental Assistance/Rapid Re-Housing activities.
- d) "Parties" shall mean both the CITY and SUB-RECIPIENT.
- e) "Program" is hereby defined as the SHIP Rapid Re-Housing Strategy and as adopted in the City's 2016-2019 SHIP Local Housing Assistance Plan.
- f) "Program Participant" means an individual or family with or without children that is eligible to receive SHIP Rapid Re-Housing assistance.
- g) "Days" - All references to days in this Agreement shall mean calendar days.
- h) "Homeless" is defined by 420.621, Florida Statutes, as meaning an individual who lacks a fixed, regular, and adequate nighttime residence and includes an individual who:
  - 1. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
  - 2. Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations;
  - 3. Is living in an emergency or transitional shelter;
  - 4. Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;

5. Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or
6. Is a migratory individual who qualifies as homeless because he or she is living in circumstances described in (1) - (5) above.

### **SECTION 3 - PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the SUB-RECIPIENT will implement the Scope of Services.

### **SECTION 4 - SCOPE OF SERVICES**

The SUB-RECIPIENT shall, in a satisfactory and proper manner as determined by the CITY, perform the necessary tasks to administer and implement the services described in Attachment A and incorporated herein by reference.

### **SECTION 5 – TERMS OF AGREEMENT**

This Agreement shall commence on the date this Agreement is executed by both parties and end no later than June 30, 2020.

### **SECTION 6 - BUDGET.**

The SHIP Rental Assistance/Rapid Re-Housing funds shall be used solely for the stated purposes set forth in this Agreement and Attachment C - Project Budget, and expenditures shall be supported by contracts, invoices, copies of checks, vouchers and other data as appropriate, including any reports required by the CITY, evidencing costs incurred. Any and all program income earned on the SHIP funds shall be remitted to the CITY. If the SHIP funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or the total amount of SHIP funds exceeds the eligible costs of the activity, the amounts improperly expended or not expended shall be returned to the CITY to refund within thirty (30) days after the expiration or termination of this Agreement. The CITY shall require delivery before payment is made for purchased goods, equipment or services unless the CITY obtains satisfactory security from the vendor.

All costs incurred must be fully documented and be tied to a specific case including the Navigation portion. In addition, the CITY may require an additional detailed budget breakdown. The SUB-RECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

### **SECTION 7 - PAYMENT.**

It is expressly agreed and understood that the total amount to be paid by the City

under this Agreement shall not exceed One Hundred Ninety Three Thousand Five Hundred Seventy One 55/100 Dollars (\$193,571.55). The breakdown is as follows:

- \$112,406.55 from FY 2017-18 SHIP allocation and Program Income Received to be spent by June 30, 2020.
- \$81,165.00 from FY 2017-18 SHIP Disaster Recovery Allocation to be spent by June 30, 2020. Must be specifically for citizens that are homeless due to a natural disaster, Proper documentation must be provided.

Reimbursement of eligible expenses shall be made against the line item budgets specified in Attachment C herein and in accordance with performance using the Request for Payment form provided as Attachment D. Navigation expenses shall not be reimbursed unless the amount requested reflects sufficient proof of the name and/or case tied to that expenditure.

#### **SECTION 8 - NOTICES.**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

**CITY:**

City of Hialeah  
Attn: Annette Quintana  
Grants & Human Services Dept. Director  
501 Palm Avenue, First Floor  
Hialeah, FL 33010  
(305) 883-8040  
[aquintana@hialeahfl.gov](mailto:aquintana@hialeahfl.gov)

**SUB-RECIPIENT:**

Citrus Health Network, Inc.  
Attn: Jose Garcia  
Contracts & Grants Administrator  
4175 West 20 Avenue  
Hialeah, FL 33012  
(305)825-0300  
[JoseGa@citrushealth.com](mailto:JoseGa@citrushealth.com)

#### **SECTION 9 - SUBRECIPIENT RESPONSIBILITIES.**

1. SUB-RECIPIENT will be responsible for carefully assessing a household's need and appropriateness for SHIP Rental Assistance/Rapid Re-Housing. Program participants receiving assistance must be re-evaluated every 90 days, evidenced in writing and scanned by SUB-

RECIPIENT staff evaluating case prior to receiving additional assistance, no assistance shall exceed \$10,000.00 per household, as illustrated in Attachment A.

2. SUB-RECIPIENT is required to submit monthly status reports on program status and activities by the 10<sup>th</sup> of each month until the project is completed. If there is no activity for the month, the monthly report should reflect "No Activity". An Annual Performance Report must be submitted to the CITY in the format prescribed by the CITY as per Attachment B.
3. SUB-RECIPIENT will adhere to SHIP regulations regarding eligible activities, eligible program participants, performance reports and administrative costs.
4. SUB-RECIPIENT will ensure that program participants are eligible for participation in SHIP Rental Assistance/Rapid Re-Housing (i.e., either homeless or at risk of losing housing and meet the Area Median Income (AMI) at or below 50 percent based on household size). The most recent income limits can be located at <https://www.floridahousing.org/owners-and-managers/compliance/income-limits>.
5. SUB-RECIPIENT will ensure that each program participant receives an initial consultation with a case manager (or other authorized representative) who can determine the appropriate type/amount of assistance to meet their needs. The consultant must illustrate evidence of being qualified for this type of counseling.
6. SUB-RECIPIENT shall provide the oversight, administration and project management necessary to accomplish all activities in a timely manner.
7. SUB-RECIPIENT is required to comply with all federal, state, local laws and ordinances, as deemed appropriate.

#### **SECTION 10 - CITY RESPONSIBILITIES.**

1. The CITY shall provide information regarding requirements for SHIP Rental Assistance/Rapid Re-Housing as updates and additional information becomes available.
2. The CITY shall notify the SUB-RECIPIENT of any changes as they become available, in SHIP regulations or program limits that affect the project, including but not limited to income limits, reporting requirements, etc.
3. The CITY will conduct monitoring visits and site inspections of work completed as grantee and regulatory authority for the project to ensure that the program requirements established by SHIP regulation and subsequent updates are met. The CITY will provide the SUB-RECIPIENT information regarding such monitoring or inspection visits to assist in ensuring compliance. Inspection visits may also include on-site inspection of rental housing where program participants have been placed.
4. The CITY will review data collected by SUB-RECIPIENT for compliance with SHIP requirements.
5. The CITY will review SUB-RECIPIENT'S reimbursement requests and



process payment to the SUB-RECIPIENT.

Nothing contained herein shall relieve the SUB-RECIPIENT of its responsibilities as provided under this Agreement.

## **SECTION 11 - OTHER REQUIREMENTS.**

### **A. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The SUB-RECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the SUB-RECIPIENT is an independent contractor, except as approved as reimbursable expenses to the SUB-RECIPIENT under this Agreement.

### **B. Indemnification and Hold Harmless**

The SUB-RECIPIENT agrees to defend, indemnify, and hold the CITY harmless from any and all claims, actions, losses, damages, suits, charges causes of action and judgments of any nature whatsoever which may arise from the SUB-RECIPIENT'S and any of the SUB-RECIPIENT'S contracted vendor's performance or nonperformance of this Agreement including costs and expenses for or on account of any or all suits relating to this Agreement, and shall pay all costs and judgments which may issue thereon. The SUB-RECIPIENT shall also hold the CITY harmless and indemnify the CITY for funds which the CITY is obligated to refund the State arising out of the conduct of activities under this Agreement. Nothing in this paragraph shall be construed as a waiver by the CITY of its right to statutory sovereign immunity under Florida Statute § 768.28.

The SUB-RECIPIENT agrees to indemnify, defend, save, and hold the Released Parties harmless against any and all liabilities, losses, costs or expenses (including, without limitation, any and all attorney's fees, court costs and expenses through trial and/or administrative hearing and on appeal) arising from or in connection with this the performance or non-performance of, default or breach of this Agreement by any of the Released Parties.

### **C. Insurance and Bonding**

The SUB-RECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to reimbursements from the CITY.

The SUB-RECIPIENT shall also provide Workers' Compensation insurance

coverage for all of its employees involved in the performance of this Agreement.

The SUB-RECIPIENT shall also provide the CITY, with a copy of the Certificate of Insurance.

D. Amendments

The CITY or SUB-RECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of each organization, such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUB-RECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUB-RECIPIENT.

E. Suspension or Termination of Agreement

- 1) With thirty (30) days written notice specifying the effective date, the CITY may suspend or terminate this Agreement if the SUB-RECIPIENT materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:
  - a) Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and SHIP guidelines, policies, or directives as may become applicable at any time;
  - b) Failure, for any reason, of the SUB-RECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
  - c) Submission by the SUB-RECIPIENT to the CITY of reports that are incorrect or incomplete in any material respect;
  - d) Ineffective or improper use of funds provided under this Agreement;
  - e) Failure of the SUB-RECIPIENT to supply the CITY with reports and annual audits as required by the City herein;
  - f) Failure of the SUB-RECIPIENT to comply with the CITY'S corrective action plan respective to annual independent audits required by the CITY herein;
  - g) Failure to follow the scope of services as listed in Section 4 and Attachment A.
  - h) Failure of the SUB-RECIPIENT to maintain required insurance as specified in Section 10(C).
  - i) Failure for the SUB-RECIPIENT to provide the CITY with a copy of the SUB-RECIPIENT'S certified financial management system in

accordance with the standards specified in Florida Statute 215.97, Florida Single Audit Act.

- j) Suspension or termination by the State of the grant to the CITY under which this Agreement is made, or portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary State directive, the SUB-RECIPIENT may adjust its budget and recommend Agreement amendments to the CITY.
  - k) The CITY may also terminate, assign or transfer this Agreement when required by State direction.
- 2) The SUB-RECIPIENT may propose to terminate this Agreement in whole or in part for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the CITY, acted upon by the CITY within ten (10) days of receipt of the notice of request to terminate. The decision of the CITY shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

## **SECTION 12 - ADMINISTRATIVE REQUIREMENTS.**

The SUB-RECIPIENT agrees to comply with the following, as applicable, and all requirements and standards which include but are not limited to the following:

### **A. Financial Management**

- 1) **Accounting Standards**  
The SUB-RECIPIENT agrees to comply with 24 CFR 84.21-26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 2) **Allowable and Allocable Costs**  
Costs must be necessary, reasonable, legal, proper, directly related to the scope of services of this Contract as illustrated in Attachment A, and in conformity with Sections 3 and 4 of this Agreement.
- 3) **Documentation of Costs**  
All costs shall be supported by properly time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges in accordance with Section 6 of this Agreement. All checks, payrolls, invoices,

contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

B. Conflict of Interest

At all times the SUB-RECIPIENT shall comply with federal, state, and local conflict of interest laws. The SUB-RECIPIENT must sign the conflict of interest affidavit Attachment E and have the affidavit notarized.

1) Conflicts Prohibited

Except as provided in this section, no persons receiving SHIP assistance may occupy an assisted affordable housing unit if any of the following conditions apply:

- a. They exercise or have exercised any functions or responsibilities with respect to activities assisted with Federal and/or State funds; or
- b. They are in a position to participate in a decision-making process, or to gain inside information with regard to a Federal and/or State assisted activity;
- c. They may obtain a financial interest or benefit from a Federal and/or State assisted activity; or
- d. They have or will have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. Public and Client Records Request

The SUB-RECIPIENT understands that the CITY is a public subject to Chapter 119, Florida Statutes. The SUB-RECIPIENT shall comply with Florida's Public Records Law. Specifically, the SUB-RECIPIENT shall notify the CITY of any Public Records Requests received, immediately and without delay, but in no event no later than 72 hours via email to [aquintana@hialeahfl.gov](mailto:aquintana@hialeahfl.gov).

SUB-RECIPIENT shall maintain records in accordance with Florida's Public Records Law (F.S. Chapter 119) and will ensure that all persons assisted are aware of the public records law requirements. The SUB-RECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information may be prohibited by Federal and state law, when not directly connected with the administration of the CITY's or SUB-RECIPIENT'S responsibilities with respect to services provided under this Agreement unless written consent is obtained from such person receiving service and, in the case of a minor, that of a parent/guardian.

D. Record Keeping

1) Records to be Maintained

The CITY and the SUB-RECIPIENT shall maintain all records required by the

General Records Schedule Gs1-SI for State and Local Government Agencies that are pertinent to the activities and cases to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records required to determine the eligibility of activities;
- c) Records documenting compliance with the fair housing and equal opportunity components of the SHIP program;
- d) All financial records related to the program and activities funded under this program.

2) Retention

The CITY and the SUB-RECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years after the completion of term of this Agreement. For client files assisted with SHIP funds, the records shall be maintained for five (5) years after the loan has been released or satisfied, provided audits have been released, whichever is later. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to the State in which the activities assisted under the Agreement are reported on for the final time.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

Records should be retained in electronic form or the standards that comply with the Florida Administrative Code.

E. Client Data

The SUB-RECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level (based from program year's Florida Housing Finance Corporation's release income guidelines), third party verification and other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

1) Prohibited Activity

The SUB-RECIPIENT and personnel employed in the administration of the program are prohibited from using funds provided herein for:

political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2) Access to Records

At any time during normal business hours and as often as the CITY, FHFC, Miami-Dade Homeless Trust and/or the State of Florida may deem necessary, SUB-RECIPIENT shall make available to the CITY, FHFC, Miami-Dade Homeless Trust and/or representatives of the State of Florida for examination all of its records with respect to all matters covered by this Agreement. Further, the SUB-RECIPIENT shall permit the CITY, FHFC, Miami-Dade Homeless Trust and/or representatives of the State of Florida to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

3) SUB-RECIPIENT Audit Requirements:

Any deficiencies noted in audit reports must be fully cleared by the SUB-RECIPIENT within thirty (30) days after receipt by the SUB-RECIPIENT. The SUB-RECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUB-RECIPIENT audits and Florida Statute § 215.97(6).

- a) A SUB-RECIPIENT that expends \$750,000 or more in federal or State funds is required to have an audit in accordance with 2 CFR Part 200.514 and Section 215.97, Florida Statutes (Florida Single Audit Act) and must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.650, Rules of the Auditor General.

In connection with these audit requirements, the SUB-RECIPIENT shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes; this includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.

The reporting package consists of:

- 1. Financial Statements
- 2. Schedule of Expenditures of State Awards
- 3. Summary Schedule of Prior Audit Findings
- 4. Auditor's report

5. Corrective Action Plan for current year audit findings
  - b) SUB-RECIPIENT that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Section 215.97(6), Florida Statutes. An audit in compliance with 2 CFR Part 200 will meet the audit requirements of the state of Florida.
  - c) All SUB-RECIPIENT audits shall be completed within 180 days after the ending date of the SUB-RECIPIENT's fiscal year (June 30). One (1) copy of each audit report shall be delivered by the SUB-RECIPIENT to the CITY.
  - d) If the SUB-RECIPIENT is unable or unwilling to have an audit conducted in accordance with Section 215.97(6), Florida Statutes or 2 CFR Part 200, the CITY shall take one or more of the following actions:
    - a. Withhold SHIP funds until the applicable audit is completed satisfactorily;
    - b. Suspend further disbursements of SHIP funds until the audit is conducted; or
    - c. Terminate this Agreement in accordance with Section E(1)(e) of this Agreement.

If the SUB-RECIPIENT expends less than \$750,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the SUB-RECIPIENT expends less than \$750,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds.

### **SECTION 13 – PROGRAM CLOSE OUT**

The SUBRECIPIENT'S obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, and disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY). Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUB-RECIPIENT has control over SHIP funds, including program income.

In the event the SUB-RECIPIENT does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by the SUB-RECIPIENT and approved by the City for accosts by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to

the SUB-RECIPIENT under this Agreement.

#### **SECTION 14 - PARTICIPANT CONDITIONS.**

A. Civil Rights and Compliance with Federal Laws

The SUB-RECIPIENT agrees to comply with Title XLIV, Chapters 760-765, Civil Rights, Florida Statutes and with:

1. Section 109 of Title I of the Housing and Community Development Act of 1974 as amended - which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

2. Section 504 of the Rehabilitation Act of 1973 - which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. The Americans with Disabilities Act of 1990 - which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. The Age Discrimination Act of 1975 - which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. Nondiscrimination

The SUB-RECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised in Executive Order 13279. The applicable non - discrimination provisions in Section 109 of the HCDA are still applicable.

#### **SECTION 15 - SEVERABILITY.**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.



#### **SECTION 16 - WAIVER.**

The CITY'S failure to act with respect to a breach by the SUB-RECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provisions.

#### **SECTION 17 - JURY TRIAL, VENUE & ATTORNEY FEES.**

Venue of all actions shall lie in Miami-Dade County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this Agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practices in Miami-Dade County, Florida

#### **SECTION 18 - ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the City and the SUB-RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUB-RECIPIENT with respect to this Agreement.

#### **SECTION 19 - APPLICABLE LAW**

This law applicable to this Agreement is hereby agreed to be the law of the State of Florida.

#### **SECTION 20 – AGREEMENT MAY BE SIGNED IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding on a party so confirming.

**(This space was left intentionally blank. Signature page follows.)**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**CITRUS HEALTH NETWORK, INC.**

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

**CITY OF HIALEAH**

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

## ATTACHMENT A

### Scope of Services

- a. Funds will be awarded to renter households in Miami-Dade County, with priority given to City of Hialeah citizens, that are in need of assistance for: (1) security and utility deposit assistance; (2) eviction prevention not to exceed 6 months' rent; and/or (3) rent subsidies for up to 12 months.
- b. Eligibility:
  - a. the household receiving assistance must include 1) at least one adult who is a person with special needs who is also at risk of losing housing or 2) a household that is experiencing homelessness.
    - i. a person with special needs as defined in S. 420.0004. "Person with special needs" means:
      1. an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; or
      2. a young adult formerly in foster care who is eligible for services under s. 409.1451(5); or
      3. a survivor of domestic violence as defined in s. 741.28; or
      4. a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.
    - ii. At risk of losing housing as evidenced by a three (3) day notice from the landlord or a court filed eviction.
    - iii. homeless as defined in S. 420.621: "Homeless," applied to an individual, or "individual experiencing homelessness" means an individual who lacks a fixed, regular, and adequate nighttime residence and includes an individual who:
      1. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; or
      2. Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations; or
      3. Is living in an emergency or transitional shelter; or
      4. Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; or
      5. Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or
      6. Is a migratory individual who qualifies as homeless because he or she is living in circumstances described above.
    - iv. Recipients of other ongoing rental assistance (such as Section 8) are not eligible to receive assistance under this Strategy.
  - c. Household income must be under limit of very low income, (50% of area median income).
  - d. Additional Information:
    1. The lease must be at least twelve months in duration.
    2. Regardless of household income, rent can be up to 120% SHIP Rent Limit adjusted for bedroom size.
    3. Maximum award per household is capped at \$10,000.

## ATTACHMENT B

[illegible]

# ATTACHEMENT C

## PROJECT BUDGET

<b>City of Hialeah SHIP Funds</b>	
<b>1/2/2019 - 6/30/2020</b>	
<b>Revenue Total</b>	<b>\$193,571.55</b>
City of Hialeah SHIP Funds + Program Income	\$ 112,406.55
City of Hialeah SHIP Disaster Recovery Allocation (Must be specifically used for citizens that are homeless due to a Natural Disaster. Proper documentation required)	\$ 81,165.00
<b>Expenses</b>	
<b>Tenant Based Rent Assistance</b>	\$ -
<b>Prevention or Rapid Re-Housing</b>	
Includes (Rent, utility and security deposits, inspection, surveys, payment processing)	
<b>Housing Coordination</b>	
<b>Housing Navigator Subcontract</b>	\$ -
(Identifies landlords, outreach to partner agencies)	
<b>This expense must be tied to each specific case</b>	
<b>Total</b>	<b>\$ -</b>

**ATTACHMENT D**

**REQUEST FOR PAYMENT FORM**

**SHIP RENTAL ASSISTANCE/RAPID RE-HOUSING PROGRAM**

**APPROVED BUDGET:** \_\_\_\_\_

**DISBURSEMENTS TO DATE:** \_\_\_\_\_

**AVAILABLE BALANCE:** \_\_\_\_\_

**This Request:**

<b>Budget Line Item:</b>	<b>Amount Requested:</b>
<b>Rental Assistance</b>	
<b>Housing Coordination (Tenant Counseling)</b>	
<b>TOTAL REQUEST</b>	

**CITRUS HEALTH NETWORK, INC.**

Approved By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

**CITY OF HIALEAH**

Approved By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

**ATTACHMENT E**

## CONFLICT OF INTEREST AFFIDAVIT

### CONFLICT OF INEREST

CITY OF HIALEAH CONFLICT OF INTEREST: No person shall enter into any contract or transact any business with the City of Hialeah either directly or indirectly or through any person or agency acting under contract with the City. The word "person" includes officers, officials board members, committee members, commission members, members of agencies of the City and employees and the following family members of such "person": father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. Applicants must comply with federal, state and local conflict of interest laws.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
President/COO Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

☐ I have a conflict of interest. ☐ I do not have a conflict of interest.

**STATE OF FLORIDA**  
**COUNTY OF MIAMI-DADE**

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_, by \_\_\_\_\_ who has produced photo identification \_\_\_\_\_ or is/are personally known to me.

\_\_\_\_\_  
Notary Public

My commission expires: